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Title: Clarkstown Central School District and Civil Service Employees Association, Inc. (CSEA), Local 1000, AFSCME, AFL-CIO, Clarkstown Registered School Nurses Unit (2000)

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Union: Civil Service Employees Association, Inc. (CSEA), Local 1000, AFSCME, AFL-CIO, Clarkstown Registered School Nurses Unit

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NURSE

4789_06302002

Clarkstown

117 SD
3600 RN

Clarkstown Central School District
And Clarkstown Registered School
Nurses

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

THE CLARKSTOWN CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "District"), as a public employer, and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO BY THE CLARKSTOWN REGISTERED SCHOOL NURSES UNIT (hereinafter referred to as the "Association"), an employee organization, as defined in Section 201 of the Public Employees Fair Employment Act, hereby contract and agree as follows:

The District and the Association pledge to strive together to insure high quality of service by the District and high standards of professional nursing care and practice.

ARTICLE 1 - RECOGNITION

SECTION 1

The District hereby recognizes the Association as the exclusive collective bargaining representative for all registered nurses employed by the District as school nurses, excluding the Coordinator of Health Services.

SECTION 2

The Association shall notify the District in writing of its representatives authorized to deal with problems arising under this agreement.

SECTION 3

Employees covered by this agreement may request attendance at conferences, meetings and workshops designed for professional growth by submitting such requests in advance on the district Conference Request Form to the Superintendent of Schools office.

SECTION 4

The District may grant the Association the use of school premises for meetings without cost after school hours, providing such use does not interfere with educational programs. The Association shall be responsible for the proper care of premises used for meeting purposes.

SECTION 5

A regular employee is one covered by this agreement and entitled to its benefits who works on a regularly scheduled basis.

A regular part-time employee is an employee covered by this agreement who is employed on a regular basis by the employer to work fewer hours than a full-time employee. A regular

part-time employee shall be eligible for sick time and personal day time on a pro-rated basis in accordance with the percentage of the normal work scheduled for which the regular part-time employee is employed to work.

Substitutes shall be paid according to the following schedule:

First 10 days75% of daily starting rate

Second 10 days.....85% of daily starting rate

After 20 days.....95% of daily starting rate

SECTION 6 - ASSOCIATION MEMBERSHIP

The District will not discriminate against employees covered by this agreement because of membership or non-membership and participation in Association activities.

SECTION 7 - DUES DEDUCTION

The District agrees to deduct reasonable Association dues from earned salaries of employees covered by this agreement who voluntarily furnish an acceptable assignment authorizing such deduction. Association dues deducted as provided herein shall be forwarded on a monthly basis to the Association with a list of employees' names for whom such dues are deducted.

SECTION 8

The Association and its members shall indemnify and save the District harmless against claims, demands, suits and other forms of liability that may arise against the District in its compliance with the dues provisions of this agreement.

ARTICLE II - WORK SCHEDULE

SECTION 1 - NORMAL WORKDAY

A school nurse shall be on duty at all times during the teacher-pupil day each school year. Nurses hired after July 1, 1999 may work a different daily schedule than was in place before that date. If such a change of daily hours of work (starting and ending time) is planned, present employees will be notified and an employee who requests such change will be given the assignment on a seniority basis.

SECTION 2 - NORMAL WORK YEAR

The school year is ten (10) months, beginning with the day before school opens and ending with the last pupil day of school. A nurse shall be required to attend staff meetings without additional compensation.

SECTION 3 - LUNCH PERIOD

A nurse shall have a thirty (30) minute lunch period each day during which such employee shall only be required to respond to emergencies.

SECTION 4 - SUPERINTENDENT'S CONFERENCE DAYS AND NIGHT MEETING

Nurses will attend four (4) Superintendent's Conference Days each year, including the day prior to school opening. The remaining three days will be scheduled in consultation with the unit president.

Nurses will attend a "Meet the Teacher" night each school year. In buildings where more than one (1) such event is scheduled, the nurse, with the agreement of the building principal, will select the night of attendance.

Nurses hired after July 1, 1999 will attend a one-day orientation program. This orientation day will be uncompensated.

SECTION 5 - ADDITIONAL TIME

Each year, every nurse may be required to work two (2) two-hour blocks outside of his/her normal work week. The schedule of such work will be determined by the Nursing Supervisor in consultation with the Association. Notification of the scheduled blocks will be given at least three weeks in advance. The two blocks may be scheduled consecutively, creating a single four-hour block.

These additional blocks of time will not be used for drug testing, teaching of students, or work that has been previously performed on overtime.

ARTICLE III - EMPLOYEE STATUS

SECTION 1 - SENIORITY

Seniority is defined as length of continuous credited employment in the District's nursing service.

C. The Board reserves its right to transfer all or any part of the health benefit plans from the providers currently under contract with the employer to successor providers at any time during the term of this agreement, provided that substantially equivalent coverage is offered to the insured employees and such employees' covered dependents as a result of such change. Neither the number nor identities of participating providers of health care, nor better record keeping or improved efficiency in the operation of the successor provider shall be taken into account in determining whether a successor carrier(s) is substantially equivalent to its predecessor(s). The Board guarantees that any successor provider will provide substantially equivalent coverage to that currently provided to the District's employees. In making such guarantee the Board shall rely upon the carrier's representations to it that its coverage shall be substantially equivalent to existing coverage, including waiver of pre-existing conditions. It is understood and agreed that, in determining substantial equivalence, a successor provider shall be compared with the incumbent provider. Should a dispute arise between the Board and the Union as to a claimed lack of substantial equivalency, the parties hereby incorporate and agree to be bound by the grievance procedure as contained in this agreement, beginning at the final stage of the internal process, for the purpose of resolving substantial equivalency disputes herein. For the purposes of this issue only, the Association has the right to go to binding arbitration before the American Arbitration Association, White Plains, New York relative to issues to substantial equivalency. Such a grievance must be brought, however, within five (5) days of notice that the District intends to change carriers, and shall be expedited. Should the dispute resolution process result in a determination that the plans are not broadly substantially equivalent, then the Board has the option to pay the difference upon presentation of such a claim, either directly or by arranging for payment by the successor carrier, or to cancel the change in carriers.

D. Pursuant to New York Public Health Law Article 44, 10 NYCRR Section 98.15, 42 U.S.C. Section 300e-9, and 42 CFR Sections 417.150 et seq., as amended, the Board will offer to all eligible employees the option of membership in a qualified Health Maintenance Organization ("HMO") effective the first day of the term of this agreement, or within sixty (60) days after this agreement has been executed by the parties hereto, whichever is later, in the manner consistent with its health insurance obligations stated elsewhere herein and in accordance with the law.

E. All persons currently eligible for health insurance coverage as defined in the District's agreements with the Carrier and the HMO(s) shall be covered under the Plan and/or the HMO(s) as required by law.

F. All persons enrolled shall receive copies of the Plan and the HMO brochures when available and all new employees shall receive copies when beginning employment.

B. Written application on a form for such request shall be presented to the Coordinator of Health Services with reason(s) in advance. In an emergency the Coordinator may give verbal approval before the application is submitted. Personal leave days beyond those allowed shall not be paid. Reasons for personal leave shall be:

I - Legal: (a) Required in court, (b) Closing on property, (c) Marriage

II - Other: (a) Child's graduation from secondary or post-secondary school, (b) Home emergencies, or other compelling circumstances with detailed explanation subject to approval by the Coordinator of Health Services, (c) (unless ruled unlawful by a court) Religious observance which for compelling reasons requires the employee to absent himself/herself from work.

III - The Nurse shall be allowed to take one such leave day per year without providing a written excuse should personal circumstances so warrant it.

SECTION 4 - BEREAVEMENT LEAVE

For each death in the immediate family, five (5) days, which may not be accumulated, shall be allowed. The day(s) shall be consecutive scheduled workdays.

SECTION 5 - JURY DUTY

A school nurse, when required to serve on jury duty, shall report as required on the first day, shall opt for the random call, and shall be paid such employee's regular salary minus the jury pay, if provided by the court.

SECTION 6 - RETIREMENT

The District shall provide retirement benefits under the New York State Employees Retirement Plan 75-i.

SECTION 7 - PROPERTY LOSS

The District shall reimburse a nurse for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids or clothing up to a maximum of \$200 per item not covered by Workers' Compensation which are destroyed, damaged or lost as a direct result of any student assault sustained in the discharge of nurses' duties within the scope of the nurse's employment, provided such damage, destruction or loss was not due to the nurse's negligence. The \$200 limit on reimbursement will not apply to items listed with and approved by (in writing) the individual school principal at the start of each term.

SECTION 2 - LAYOFF AND RECALL

Seniority shall have application to layoff and recall. When required, layoff shall be effected in order of seniority from the bottom of the seniority list. Recall from layoff shall be in inverse order of layoff. Employees shall retain seniority for two (2) years from the date of layoff.

SECTION 3 - SENIORITY LIST

A seniority list of employees covered by this agreement, with a copy to the Association, shall be posted in September each year and updated as the need arises.

SECTION 4 - PROBATIONARY PERIOD

New employees covered by this agreement shall not have seniority until completion of their probationary period, after which such employee's seniority shall be retroactive to such employee's last date of hire. The probationary period shall extend for eight (8) weeks from date of hire unless extended by the District in writing in accordance with Civil Service Law to a maximum period of twenty-six (26) weeks.

SECTION 5

Disciplinary action shall be in accordance with Section 75 of the Civil Service Law and Rules for those subject to its coverage.

ARTICLE IV - BENEFITS

SECTION 1 - GROUP INSURANCE (HEALTH, DENTAL AND LIFE)

A. The District shall make group health, dental and life insurance available to all eligible employees (and dependents) who regularly work at least twenty (20) hours per week. The costs of such health insurance coverage shall be borne equally by the employer and the covered employees and the limits of coverage shall be as provided in the certificates issued by the health insurance carrier.

B. Employees and their dependents eligible under this agreement shall have the opportunity to elect coverage under one of the group contracts for health insurance entered into between the employer and one of several health insurance providers. The contribution of the employer toward the premium for such group health insurance coverage so elected shall not exceed one-half of the total premium charges per enrollee for such coverage.

- G. The District will pay the following amounts for group benefits:

GROUP BENEFIT	MONTHLY PAYMENT			
	<u>1998-99</u>	<u>1999-2000</u>	<u>2000-01</u>	<u>2001-02</u>
Employee	\$33.87	\$35.95	\$38.03	\$40.11
Employee & Dependent	42.84	44.92	47.00	49.08
Family	52.70	54.78	56.86	58.94

Life (\$10,000): The total monthly premium for life insurance is \$2.50, of which \$1.80 is paid by the District and \$.70 is paid by the employee.

SECTION 2 - SICK LEAVE

- A. During the first year of service with the District, a school nurse shall be eligible for up to ten (10) days of sick leave earned at the rate of one day for each month of service.
- B. A school nurse with one year or more of credited service with the District shall be allowed up to fifteen (15) days of personal sick leave per year, cumulative to one hundred fifty (150) days.
- C. A school nurse shall be allowed up to five (5) days per year, which may not be accumulated, for serious illness of a member of the immediate family, which is defined as the nurse's mother, father, brother, sister, spouse, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, or any relative residing in the personal household of the employee. A doctor's certificate is required for such absences of three (3) consecutive days or more.
- D. If an employee's credited sick leave has expired, additional sick leave at half pay, based on the employee's regular work schedule may be requested by the employee from the Board for up to six (6) months, provided the employee has one (1) year or more of continuous employment with the district. Beyond this, an additional six (6) months of sick leave at half pay may be granted at the option of the Board, provided acceptable medical evidence is presented with such request and the illness has a prognosis of more than two (2) weeks' duration.

SECTION 3 - PERSONAL LEAVE

- A. Up to three (3) days per year, two (2) of which may be consecutive, may be allowed for emergency personal affairs that can be attended to only during working hours. These days may not be accumulated.

SECTION 8

Reimbursement for approved business use of a personal motor vehicle shall be paid to a school nurse. The reimbursement rate paid shall be in accordance with the District's current policy.

SECTION 9 - SPECIAL LEAVE

A leave of absence without pay may be requested in writing to the Superintendent by an employee for professional study and improvement, health, or personal reasons including child care in one (1) semester units for up to two (2) years after three (3) years of service in the District.

All such requests for special leaves by employees must be made in writing to the Superintendent of Schools stating the professional purpose or health implications or that the leave is for personal reasons, at least two (2) months before the date on which the requested leave is to commence, except in case of an emergency. All such leaves shall begin and end at the start of a semester, except in case of any emergency.

If not otherwise prohibited, insurance coverage under this agreement may continue at the employee's sole cost and expense.

SECTION 10

When an employee covered by this agreement is required to appear in court on school-related incident at the direction of the School District, or because of a court order imposed by the District or its attorney, such days shall not be considered Personal Leave Days.

ARTICLE V - ASSIGNMENTS

SECTION 1

A school nurse desiring a change in work assignment may request in writing, through the Superintendent of Schools or his/her designee, a change in assignment. The union president shall be notified by mail of any vacancies or assignments that occur in July or August so long as the president shall have provided the Personnel Department with a mailing address. The request must include the reason(s) for the change and be made prior to April 1 for the following school year. A change in assignment by the Superintendent of Schools or his/her designee will be final.

SECTION 2

A school nurse vacancy occurring during the school year shall be posted on school bulletin boards. Interested employees may make written application for such vacancy with the District Personnel Office. The Superintendent of Schools shall consider the qualifications and seniority of employees applying for the position, along with other qualified applicants, before filling the position.

SECTION 3

In the event there are not sufficient volunteers to staff special assignments, nurses shall be subject to be selected for special assignments, including but not limited to, registration, immunization, sports clearances, or the like. When such assignment is to be made, the Coordinator shall make such selections from the seniority list on a rotating basis, starting with the least senior nurse who, in the Coordinator's opinion, is qualified to perform the assignment. Nurses so selected shall be responsible to attend such assignment or to secure a substitute from the seniority list.

ARTICLE VI - COMPENSATION

SECTION 1

Compensation for secondary summer school assignment shall be at the rate of 13% of the nurse's annual salary in each year of the agreement.

SECTION 2

A school nurse assigned chaperone work shall be paid in accordance with District policy with a minimum of two (2) hours.

SECTION 3

Holiday work on Memorial Day shall be paid at the hourly rate of 1-1/2 times the nurse's normal hourly rate for a maximum of 4-1/2 hours' pay.

SECTION 4

Work assignments outside of the teacher-pupil day, unless otherwise covered by this agreement, shall be compensated at time and one half of the hourly rate of the nurse's current salary with no minimum; provided, that nurses hired after July 1, 1999 will be compensated at straight time, and will not receive premium pay unless required by the Fair Labor

Standards Act. These assignments will be made in accordance with Article V, Section 3.

SECTION 5

Nurses shall have the option of a 1/20 or 1/24 pay plan. Under the 1/24 plan, nurses shall receive 5/24 of their annual salary on the last pay day in June. Nurses follow the CTA salary schedule of payments.

ARTICLE VII - SALARY AND PROFESSIONALISM

SECTION 1 - SALARY SCHEDULES

Salaries for school nurses shall be in accordance with Appendix "A" attached hereto and made a part of this agreement.

Notwithstanding Appendix "A", the minimum increase from a nurse's prior year's salary shall be \$600 in 2000-01.

Notwithstanding Appendix "A", nurses on steps 14 and above shall receive a salary supplement in 2000-01 and 2001-02 so that they shall receive a total salary in those years that is \$2000 more than their salary in the prior year. This supplement shall be considered to be an increment for the purposes of Section 2 below.

SECTION 2 - INCREMENT WITHHOLDINGS

Starting with the 2001-02 school year, the Superintendent or his/her designee shall have the right to withhold a salary increment for a nurse whose performance, after formal evaluation, is deemed unsatisfactory.

No increment shall be withheld unless the nurse has first received a written warning and then an unsatisfactory evaluation based on at least one month of work after the nurse's receipt of the written warning.

No more than two unit members may have an increment withheld in any given school year under this provision.

A joint District and Union committee will develop and must agree upon the evaluation instrument and its application prior to the implementation of such evaluation related to withholding of increment.

Increments shall not be unreasonably denied. Any increment denied may be subject to Article VIII of this Agreement.

SECTION 3 - EXTRA INCREMENTS

Starting with the 2001-02 school year, the Superintendent or his/her designee shall have the right to advance by one step the salary of a nurse whose performance, after formal evaluation, is deemed exceptional.

SECTION 4 - PROFESSIONAL DEVELOPMENT

The District will, upon certification by the nurse, utilizing a form provided by the District, pay a stipend of \$50.00 for each professional program which the nurse attends, up to a maximum of five (5) programs per year.

If a joint District/Association committee so agrees, a plan shall be implemented whereby payment of up to \$500 per year can be earned by each nurse. Such plan may include, but need not be limited to, CEUs credits.

SECTION 5 - CERTIFICATION

All nurses will be certified and maintain certification for CPR and First Aid. The District will pay for such training and the nurse will participate without compensation for the time required.

ARTICLE VIII - GRIEVANCE PROCEDURE

SECTION 1

A grievance is defined as a complaint which may arise between the District and the Association or an employee covered by this agreement, pertaining to the interpretation, application or compliance with its specific terms and provisions. A grievance, as defined herein, may be processed through this grievance procedure.

SECTION 2

Should a grievance arise, there shall be no suspension or interruption of work, and diligent, sincere and honest effort by all parties shall be made to settle the grievance as soon as possible in accordance with this procedure.

SECTION 3

A grievance must be presented to the Coordinator of Health Services within thirty (30) work

days of its occurrence or within thirty (30) work days from the time an employee had knowledge of or should have had knowledge of its occurrence.

SECTION 4

A grievance may be processed in the following manner:

STEP I

An aggrieved employee shall orally present the grievance to the Coordinator of Health Services, who shall arrange a mutually convenient time and place to informally discuss the grievance with the employee. Within ten (10) work days after the informal discussion, the supervisor shall render an answer on the grievance to the employee.

If the aggrieved employee is not satisfied with the Coordinator's answer, the grievant or the Association's general representative may appeal on a written grievance form to the Coordinator for review and reconsideration. The grievant and/or the Association's general representative shall clearly and concisely state the nature of the grievance, the specific section(s) of the agreement violated and the remedy requested. The written grievance shall be signed by the aggrieved employee(s). Within ten (10) work days after receipt of the written grievance, the Coordinator shall give his/her answer in writing on the grievance form, granting or denying the grievance.

STEP II

If the grievance is not settled in Step I, the aggrieved employee may appeal the grievance within ten (10) work days to the Superintendent of Schools by letter. On receipt of the written grievance, the Superintendent shall set a mutually convenient time and place to informally hear the grievance. The grievant may be represented by the Association's general representative. The parties shall have the obligation to introduce all relevant testimony and written evidence they have knowledge of or in their possession in support of their position on the grievance. Within twenty (20) work days after the hearing, the Superintendent of Schools shall give a written answer on the grievance to the aggrieved employee and the Association, setting forth the finding of facts, whether the grievance is granted or denied, and the basis upon which the answer is reached.

STEP III

If the grievance is not settled in Step II of this procedure, the grievance may be appealed within twenty (20) work days to the President of the Board of Education by letter. The appeal must be accompanied by the written grievance and all evidence and documents

introduced at Steps I and II of the grievance procedure. On receipt of such letter and material, the Board President shall determine if a grievance hearing is required before causing the grievance to be answered by the Board. The grievance may be presented by the Association's general representative. The Board may appoint a subcommittee to conduct the hearing. If a hearing is held, the parties shall have opportunity to introduce relevant oral and written evidence in support of their positions. Within thirty (30) work days after receipt of a grievance or a Board or subcommittee hearing on the grievance, whichever is later, the Board President shall cause an answer to be prepared on the grievance and forwarded to the Association and the grievant.

The Board's answer shall include its findings on the evidence offered, a statement denying or granting the grievance and the basis upon which the Board reached its decision.

SECTION 5

A grievance not appealed to another Step of the grievance procedure shall be considered settled on the basis of the last answer on the grievance.

ARTICLE IX - ARBITRATION

SECTION 1

A grievance not settled in the grievance procedure may be appealed to arbitration as provided by this Article within thirty (30) work days after receipt of the Board's Step 3 answer. The Association shall notify the Superintendent of Schools in writing of its intent to arbitrate a grievance. The notification shall identify the grievance placed in arbitration, set forth the contentions of the Association in support of the grievance and be accompanied by a copy of the arbitration request form sent to the American Arbitration Association. The arbitrator shall be chosen in accordance with the labor arbitration rules of the American Arbitration Association.

SECTION 2

The selected arbitrator shall be without power or authority to render any decision or award inconsistent with law or which violates any of the provisions of this agreement. The decision and award shall include the findings of fact on relevant evidence to the grievance and the basis upon which they are made. Neither the Board nor the Association shall have any right to rely on grounds or evidence not disclosed to the other in the grievance procedure during arbitration of the grievance.

SECTION 3

The decision of the arbitrator shall be in writing and advisory only. The Board and the Association shall have a moral obligation to seriously consider the arbitrator's advisory award.

SECTION 4

The cost for the services of the arbitrator, including per diem expenses, will be borne equally by the Board and the Association.

SECTION 5

Multiple grievances shall not be arbitrated by the same arbitrator unless the parties agree thereto.

SECTION 6

The arbitrator shall be without power or authority to make any decision or award concerning any provision of this agreement that involves the Board's discretion or right to set policy.

ARTICLE X - LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XI - TERM OF AGREEMENT

This agreement shall be effective from the 1st day of July, 1998 through the 30th day of June, 2002, and shall continue from year to year thereafter, unless notification in writing is given

by either or both parties to the other at least one hundred twenty (120) days before its expiration to terminate the agreement on its expiration date, or modify it by collective bargaining procedures as provided by law.

CLARKSTOWN CENTRAL SCHOOL DISTRICT

BY: Garett Adams
President, Board of Education

5/3/00
Date

William Heebink
Superintendent of Schools

5/3/00
Date

CLARKSTOWN REGISTERED SCHOOL NURSES UNIT

BY: Leticia Brennan RN
President

5/3/2000
Date

Amelia B.
CSEA Labor Relations Specialist

5/3/2000
Date

Negotiating Team:

Mary C Nixson RN

Mary A Mordt RN

Kathleen Harvey RN

APPENDIX "A"

SALARY SCHEDULES (See Article 7)

<u>Year of Service</u>	<u>1998-99</u>	<u>1999-2000</u>
1	\$20,304	\$20,953
2 - 4	21,411	22,096
5 - 9	24,460	25,243
10 - 14	27,454	28,332
15 - 19	30,938	31,927
20 +	34,133	35,225

<u>Step</u>	<u>2000-01</u>	<u>2001-02</u>
1	\$22,100	\$22,793
2	22,650	23,360
3	23,200	23,720
4	23,750	24,493
5	25,300	26,059
6	25,850	26,626
7	26,400	27,192
8	26,950	27,759
9	27,500	28,325
10	28,050	28,892
11	28,600	29,458
12	29,150	30,025
13	29,700	30,591
14	30,250	31,158
15	30,800	31,724
16	31,350	32,291
17	31,900	32,857
18	32,450	33,424
19	33,000	33,990
20	33,550	34,557
21+ (longevity)	34,300	35,307